



# Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

CHAIRPERSON  
Allan O'Shea  
VICE-CHAIRPERSON  
Edward Haik

Ken Hilliard  
Ervin Kowalski  
Jim Krolczyk  
Glenn Lottie  
Carl Rutske

CLERK

Marilyn Kliber  
(231) 723-3331

CONTROLLER/ADMINISTRATOR

Thomas Kaminski  
(231) 398-3500

DRAFT

## PUBLIC SAFETY COMMITTEE

Friday, August 6, 2010  
8:30 A.M.

Manistee County Courthouse & Government Center  
Board of Commissioners Meeting Room

### REPORT

Members Present: Edward Haik, Chairperson; Allan O'Shea; and Carl Rutske

Members Absent: None

Others Present: Thomas Kaminski, County Controller/Administrator; Dale Kowalkowski, Sheriff; Lt. Ken Falk, Emergency Management Coordinator; Bruce Grosso, Veterans Administration Intern Job Shadowing the Emergency Management Coordinator; John Anderson, Manistee Township Supervisor; Ed Williams, Charter Township of Filer Trustee; Ken Grabowski, Manistee News Advocate; and Rachel Nelson, Administrative Secretary

The meeting was called to order at 8:30 A.M.

### ITEMS REQUIRING BOARD ACTION

Sheriff Kowalkowski presented two Special Deputy/Liquor Control Agreements between Manistee County and Manistee Township and the Charter Township of Filer (APPENDIX A). These agreements give Dennis Bjorkquist (Manistee Township) and Ronald Gutowski and Kevin Skipski (Charter Township of Filer) the authority to perform liquor inspections in the respective townships. The townships have liability insurance to cover this service and Manistee County would have no legal liability. After discussion,

**Mr. Rutske recommended that the Special Deputy Agreement between Manistee County and Manistee Township and the Special Deputy Agreement between Manistee County and the Charter Township of Filer for the performance of township liquor inspections be approved and that the Chair be authorized to sign the agreements. No alternative recommendation was proposed.**

### ITEMS NOT REQUIRING BOARD ACTION

Lt. Falk reported that the 2008 Homeland Security grant projects for the region should be approved soon. An extrication class has been planned for September 18, 2010 at the fairgrounds, during which a school bus will be cut up. Lt. Falk introduced Mr. Grosso, who is doing a non-paid work experience through the Veterans Administration. Mr. Grosso will be working with Lt. Falk for 20 hours per week for one year and will earn six college credits and strengthen his resume.

Mr. Kaminski informed the Committee that the Courthouse security project is done except for some painting. Some money has been held back from the contractor until the painting is completed.

The Jail Expansion/Renovation Project should begin soon. The first pre-construction meeting was held with the contractor and architect. It was noted that the driveway at the Sheriff's Office/Jail is not in the best condition, however, Jerry Peterson, Road Commission Manager, is willing to work together to help accommodate the truck traffic during construction.

Sheriff Kowalkowski noted that Officer Nelson, Animal Control Officer, has trained the City Police in Animal Control matters and they have now been writing their own tickets. It has become a good working relationship.

The Sheriff noted that he will be meeting with the Personnel Committee regarding the Step Increase for Lt. Falk that was previously discussed. Lt. Falk has earned the Professional Emergency Management certificate, and it had been indicated at previous meetings that he would be eligible for a Step Increase after doing so.

The meeting adjourned at 9:25 A.M.

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Edward Haik, Chairperson

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Allan O'Shea, Commissioner

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Carl Rutske, Commissioner



410 Holden Street • Manistee, Michigan 49660-1100 • (231) 723-6507 • Fax (231) 723-0696

### **Special Deputy Agreement**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the Township of Manistee, of 410 Holden Street, Manistee, MI 49660, hereafter "Township" and the County of Manistee, 415 third Street, Manistee, MI 49660 hereinafter the "County."

#### **Recitals:**

**Whereas**, the maintenance and enforcement of law and order, and the preservation of health, safety, and general welfare of the residents of the Township, are of the utmost importance to the Township, and

**Whereas**, the Township wishes to contract with the County to obtain and secure Special Deputy status for Dennis R Bjorkquist to perform liquor inspections with the Township of Manistee on behalf of Manistee County, and

**Whereas**, such contracts are authorized and provided for by the provisions of 1945 PA 246, as amended (MCL41.18), PA 156, as amended (MCL 46.11), 1973 PA 139, as amended (MCL45.556, and 1846 TS c16, as amended (MCL 41.2)

**Now Therefore, It Is Agreed As Follows:**

#### **Article I Services to be Provided**

- 1.1 The County agrees to swear in Manistee Township resident Dennis R Bjorkquist though the Manistee County Sheriff, as a Special Deputy Sheriff, to perform liquor inspections on behalf of the Manistee County Sheriff within the geographical boundaries of the Township. Such Special Deputy powers will be limited to matters under the jurisdiction of the Michigan Liquor Control Commission.
- 1.2 Except as otherwise provided herein, the services provided by Dennis R Bjorkquist will encompass the duties, responsibilities and functions with the jurisdiction of, and customarily rendered by the County through the County Sheriff under the constitution and Laws of the State of Michigan, the ordinance of the County, and the ordinances of the Township as applicable, including reporting and record maintenance as required by the Michigan Liquor control Commission.

## **Article II Liability**

- 2.1 Neither party to this Agreement, its officers, employees, nor agents will be liable for intentional or negligent acts of the other party or any officer, employee, or agent thereof. Each party will hold the other party harmless from damages, including the actual cost and fees incurred due to litigation, resulting from a party's own intentional or negligent acts or those of any officer, employee, or agent of that party.

## **Article III Term**

- 3.1 Unless terminated as herein provided, this Agreement will be effective from the date executed by both parties and will continue in effect for a period of one year after that date, and thereafter for consecutive one-year periods, unless terminated at the end of any such term pursuant to a notice given by either party to the other party at least ninety (90) days prior to the end of that term, or at such other time as may be mutually agreed.

## **Article IV Non Discrimination**

- 4.1 The parties agree that neither will discriminate against an employee nor applicant for employment of with party with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position or because of race, color, religion, national origin, age, sex height, weight or marital status.

## **Article V General Provisions**

- 5.1 This Agreement constitutes the entire Agreement between the parties and may be amended only in writing by mutual consent of both parties.
- 5.2 Any notices or communications will be sent by first class mail to the following parties and addresses:

For the Township:

Township Supervisor  
Manistee Township  
410 Holden Street  
Manistee, MI 49660

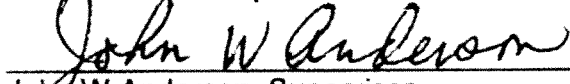
For the County

Manistee County Sheriff  
1525 E Parkdale Avenue  
Manistee, MI 49660

- 5.3 The waiver by either party of any breach of any provision of the Agreement by the other party will not operate or be construed as a waiver of any subsequent breach of the same of any other provision of the Agreement by either party.

In Witness whereof, the parties executed this Agreement with the intent that it is effective on the day and year stated in the first paragraph of this Agreement.

Manistee Township

  
\_\_\_\_\_  
John W Anderson, Supervisor

Manistee County

\_\_\_\_\_  
Dale Kowalkowski, Sheriff

Manistee County Board of Commissioners

\_\_\_\_\_  
B Allan O'Shea, Chairperson

## **SPECIAL DEPUTY AGREEMENT**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between the Charter Township of Filer of 2505 Filer City Road, Manistee, MI 49660, hereafter "Township" and the County of Manistee, 415 Third Street, Manistee, MI 49660, hereinafter the "County."

### **RECITALS:**

**WHEREAS**, the maintenance and enforcement of law and order, and the preservation of health, safety and general welfare of the residents of the Township, are of the utmost importance to the Township; and

**WHEREAS**, the Township wishes to contract with the County to obtain and secure Special Deputy status for Ronald Gutowski and Kevin Skipski to perform liquor inspections within the Charter Township of Filer on behalf of the Manistee County Sheriff; and

**WHEREAS**, such contracts are authorized and provided for by the provisions of 1945 PA 246, as amended (MCL 41.181), 1851 PA 156, as amended (MCL 46.11); 1973 PA 139, as amended (MCL 45.556);, and 1846 TS c16, as amended (MCL 41.2);

### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

#### **ARTICLE I SERVICES TO BE PROVIDED**

- 1-1 The County agrees to swear in Filer Township residents Ronald Gutowski and Kevin Skipski, through the Manistee County Sheriff, as Special Deputy Sheriffs, to perform liquor inspections on behalf of the Manistee County Sheriff within the geographical boundaries of the Township. Such Special Deputy powers shall be limited to matters under the jurisdiction of the Michigan Liquor Control Commission.
- 1-2 Except as otherwise provided herein, the services provided by Ronald Gutowski and Kevin Skipski shall encompass the duties, responsibilities and functions within the jurisdiction of, and customarily rendered by the County through the County Sheriff under the Constitution and Laws of the State of Michigan, the ordinances of the County, and the ordinances of the Township as applicable, including reporting and record maintenance as required by the Michigan Liquor Control Commission;

#### **ARTICLE II LIABILITY**

- 2-1 Neither party to this Agreement, its officers, employees or agents shall be liable for intentional or negligent acts of the other party or any officer, employee, or agent thereof. Each party shall hold the other party harmless from damages, including the actual costs and fees incurred due to litigation,

resulting from a party's own intentional or negligent acts or those of any officer, employee or agent of that party.

**ARTICLE III**  
**TERM**

- 3-1 Unless terminated as herein provided, this Agreement will be effective from the date executed by both parties and will continue in effect for a period of one year after that date, and thereafter for consecutive one-year periods, unless terminated at the end of any such term pursuant to a notice given by either party to the other party at least ninety (90) days prior to the end of that term, or at such other time as may be mutually agreed.

**ARTICLE IV**  
**NON-DISCRIMINATION**

- 4-1 The parties agree that neither will discriminate against an employee or applicant for employment of either party with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position or because of race, color, religion national origin, age, sex, height, weight or marital status.

**ARTICLE V**  
**GENERAL PROVISIONS**

- 5-1 This Agreement constitutes the entire Agreement between the parties and may be amended only in writing by mutual consent of both parties.
- 5-2 Any notices or communications shall be sent by first-class mail to the following parties and addresses:

For the Township:                      Township Supervisor  
   Filer Township Hall  
   2505 Filer City Road  
   Manistee, MI 49660

For the County:                         Manistee County Sheriff  
   1525 E. Parkdale Ave.  
   Manistee, MI 49660

- 5-3 The waiver by either party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement by either party.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement with the intent that it be effective on the day and year stated in the first paragraph of this Agreement.

**FILER TOWNSHIP**

\_\_\_\_\_  
By: James Espvik  
Its Supervisor

**MANISTEE COUNTY**

\_\_\_\_\_  
By: Dale Kowalkowski  
Its Sheriff

**MANISTEE COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
By: B. Allan O'Shea  
It's Chairperson